## IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA ASHEVILLE DIVISION NO. 3:20-CV-4-GCM

THE AVENUES AT AYRSLEY HOMEOWNERS ASSOCIATION,	)	
Plaintiff,	)	
vs.	)	ORDER
NATIONWIDE MUTUAL INSURANCE COMPANY,	)	
Defendant.	)	

**THIS MATTER** is before the Court upon the Parties' Joint Stipulation (D.E. 13). Having reviewed the Parties' Joint Stipulation, the Court states the following:

For the reasons stated in Nationwide's Motion for Partial Judgment on the Pleadings (D.E. 10; 11) and the stipulation of the Parties, the Court approves and accepts the following joint stipulations:

- Plaintiff contends that its Complaint limits the damages it seeks to storm damage. (D.E.
  1-2).
- 2. Nationwide contends that the Complaint could be interpreted to include damages for the re-repair of the Property due to the negligence of a third-party contractor, Emergency Restoration Xperts ("ERX") as demanded before Plaintiff filed this action. (D.E. 1-4).
- 3. Plaintiff is only seeking damages from Nationwide for storm damages; it is not seeking damages due to the negligence of ERX and/or any defective work performed by ERX.
- 4. Nothing in this stipulation will prejudice Plaintiff from pursuing damages against ERX in Avenues at Ayrsley v. Emergency Restoration Experts, 19-CVS-022819.

5. In light of this stipulation, Nationwide's pending Rule 12(c) Motion for Partial Judgment on the Pleadings is now moot.

The Parties will be responsible for their own fees and costs related to this Order. This Order will be binding throughout the pendency of this action.

## SO ORDERED.

Signed: May 21, 2020

Graham C. Mullen

United States District Judge